UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	**Chapter 11 Case No.**
STONE BARN MANHATTAN LLC (f/k/a Steve & Barry's Manhattan LLC), et al.,	:	**08-12579 (ALG)**
Debtors.	:	**(Jointly Administered)**

STIPULATION, AGREEMENT AND ORDER RESOLVING THE MOTION OF SSF SAVANNAH PROPERTIES, LLC FOR ORDER DIRECTING PAYMENT OF STUB RENT PURSUANT TO 11 U.S.C. §§ 365(D)(3) AND 503(B)(1)

WHEREAS on July 9, 2008 (the "Commencement Date"), Stone Barn Manhattan LLC (formerly known as Steve & Barry's Manhattan LLC) and certain of its debtor affiliates, as debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"), each commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

WHEREAS the Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS SSF Savannah Properties, LLC (the "Landlord"), successor-in-interest to Savannah Teachers Properties, Inc., and the debtor, Steve & Barry's Georgia, LLC, are parties to an unexpired lease of nonresidential real property, dated September 8, 2004 (the "Lease") with respect to certain premises located at 14045 Abercom Street, Savannah, Georgia, which is identified on the Debtors' records as Store No. 61 (Savannah Mall);

WHEREAS on November 16, 2008, the Landlord filed its Motion for Order Directing Payment of Stub Rent Pursuant to Sections 365(d)(3) and 503(b)(1) (the "Motion") to compel the Debtors to pay rent with respect to the Lease for the period July 9, 2008 through July 31, 2008 ("Stub Rent") pursuant to section 365(d)(3) and 503(b)(1) of the Bankruptcy Code;

WHEREAS the Debtors rejected the Lease effective as of December 31, 2008;

WHEREAS on December 26, 2008, the Landlord filed proofs of claims, assigned claims numbers 3201 through 3212 against Steve & Barry's Georgia, LLC and certain of its debtor guarantors (the "Proofs of Claim"), asserting general unsecured claims, each in the amount of $547,167.50, for outstanding rent obligations for June and July 2008, damages from rejection of the Lease, and attorneys' fees; and

WHEREAS after good-faith, arms'-length negotiations, the Debtors and the Landlord (collectively, the "Parties") have reached an agreement to resolve the Motion.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. This Stipulation, Agreement and Order (this "Stipulation and Order") is subject to approval of the Court and shall be of no force or effect unless and until it is approved by the Court on a final, non-appealable basis. In the event this Stipulation and Order is not approved by the Court on a final, non-appealable basis, nothing contained herein shall be deemed to be a waiver of any causes of action or an admission of liability by any Party hereto and, in such event, all rights of the Parties shall be preserved.

2. The Landlord shall have an allowed administrative claim in the amount of $18,562.50, which represents 75% of the Stub Rent (the "Allowed Administrative Claim").

3. The Debtors shall pay the Allowed Administrative Claim in cash within ten (10) calendar days after this Stipulation and Order is approved on a final and non-appealable basis.

4. Within thirty (30) calendar days after payment of the Allowed Administrative Claim, the Landlord shall amend the Proofs of Claim to remove the requests for payment of any claims related to Stub Rent, including attorneys' fees. The Parties' rights with respect to remaining portions of the Proofs of Claim shall be preserved, including, without limitation, the Debtors' right to challenge such remaining portions of the Proofs of Claim and all of Landlord's defenses to such challenges.

5. Payment of the Allowed Administrative Claim shall be in full and final satisfaction of any and all Claims (as defined in section 101(5) of the Bankruptcy Code) related to the issues raised in the Motion, including, without limitation, all Claims for attorney's fees, late fees or any other fees arising out of the Landlord's collection efforts for Stub Rent. Other than with respect to the Allowed Administrative Claim, the Landlord and its affiliates, predecessors-in-interest, successors and assigns, and their past, present and future members, officers, directors, partners, principals, agents, insurers, servants, employees, representatives, trustee and attorneys (collectively, the "Landlord Parties"), shall have no further right to payment from the Debtors, their affiliates, their estates or their respective predecessors, successors or assigns (collectively, the "Debtor Parties") with respect to Stub Rent, and the Debtor Parties shall have no right to seek disgorgement or recovery of the Allowed Administrative Claim paid under this Stipulation and Order. The Landlord Parties hereby irrevocably waive and release any and all Claims (as defined in section 101(5) of the Bankruptcy Code) against any of the Debtor Parties relating to Stub Rent, and are hereby barred from asserting any and all such Claims whatsoever, whether known or unknown, presently existing, whether or not asserted, and whether found in fact or law or in equity, existing at any time, other than the right to enforce the terms of this Stipulation and Order.

6. Landlord shall withdraw the Motion, with prejudice, within 2 days after receipt of payment of the Allowed Adminsitrative Claim.

7. This Stipulation and Order contains the entire agreement between the Parties as to the subject matter hereof and supersedes all prior agreements and undertakings between the Parties relating thereto.

8. This Stipulation and Order may not be modified other than by a signed writing executed by the Parties affected by such modification or by further order of this Court.

9. Each person who executes this Stipulation and Order represents that he or she is duly authorized to execute this Stipulation and Order on behalf of the respective Parties hereto and that each such party has full knowledge and has consented to this Stipulation and Order. This Stipulation and Order shall be binding upon any Chapter 7 or Chapter 11 trustee or examiner appointed in the above-captioned cases, and shall be further binding upon any person or entity acting through, or on behalf of, or claiming to act through, or on behalf of, the Debtor Parties.

10. This Stipulation and Order may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation and Order to present any copy, copies, or facsimiles signed by the Parties hereto to be charged.

[SIGNATURE PAGE TO FOLLOW]

Dated: March 26, 2009
New York, New York

By: /s/ Shai Y. Waisman
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SO ORDERED, this
3rd day of April, 2009

/s/ Allan L. Gropper
UNITED STATES BANKRUPTCY JUDGE